

90232

Complex

Drew E. Pomerance, Esq. (SBN. 101239)  
Michael G. Kline, Esq. (SBN 212758)  
Erin M. LaBrache, Esq. (SBN. 195655)  
ROXBOROUGH, POMERANCE & NYE LLP  
5820 Canoga Avenue, Suite 250  
Woodland Hills, California 91367  
Telephone: (818) 992-9999  
Facsimile: (818) 992-9991

**FILED**  
LOS ANGELES SUPERIOR COURT

JUN 26 2006

JOHN A. CLARKE, CLERK

BY *Erin M. LaBrache* DEPUTY CLERK

Attorneys for Plaintiff GARY DAVIS,  
individually and on behalf of himself, and  
as Private Attorney General and on behalf of  
all others similarly situated

Case assigned  
to Judge

D-324 Victoria Chaney

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

UNLIMITED JURISDICTION

D-324

GARY DAVIS, an individual; on behalf of  
himself, and as PRIVATE ATTORNEY  
GENERAL, and on behalf of all others  
similarly situated,

Plaintiff,

v.

CHASE BANK U.S.A., N.A., a Delaware  
corporation; CIRCUIT CITY STORES, INC.,  
a Virginia corporation, and DOES 1 through  
50, inclusive,

Defendants.

Case No. BC354564

CLASS ACTION COMPLAINT FOR:

- (1) Violation of the Consumers Legal Remedies Act;
- (2) Violation of the California Business and Professions Code Section 17200 et seq.: Unlawful and Unfair Business Practices;
- (3) Violation of Business & Professions Code §17500 (False Advertising);
- (4) Fraud and Deceit;
- (5) Breach of Contract;
- (6) Breach of the Implied Covenant of Good Faith and Fair Dealing;
- (7) Unjust Enrichment.

Plaintiff Gary Davis, on behalf of himself and all others similarly situated, for his complaint against CHASE BANK U.S.A., N.A. ("Chase Bank") and CIRCUIT CITY STORES, INC. ("Circuit City"), complains and alleges as follows:

//

//

//

//

FILED: BC354564 LEA/TEH:  
RECEIVED: 06/26/06 03:57:28 PM  
DATE FILED: 06/26/06 03:57:28 PM  
FILING: 1520.00  
CHECK: 120.00  
CASH: 0310  
JUDGE: 0310  
CLERK: 0310  
RECEIVED: 06/26/06 03:57:28 PM  
DATE FILED: 06/26/06 03:57:28 PM  
FILING: 1520.00  
CHECK: 120.00  
CASH: 0310  
JUDGE: 0310  
CLERK: 0310

COMPLAINT

EXHIBIT

B

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**INTRODUCTION**

1. This case arises from Chase Bank's fraudulent and unfair business practice of charging its California credit card holders finance charges in connection with purchases at Circuit City advertised as "no interest, no payment," "no interest with minimum monthly payment," or "interest and payment free" (collectively "Promotional Purchase"). Plaintiff, on behalf of himself and all individuals similarly situated, seeks damages and equitable relief for violations of the California Consumers Legal Remedies Act, the *California Business and Professions Code* (Unfair Business Practices and False Advertising), for fraud and deceit, and for breach of contract and breach of the covenant of good faith and fair dealing. Chase Bank's and Circuit City's fraudulent and unfair business practices violate the rights of unsuspecting California consumers throughout the state, for which California consumer protection laws were designed.

**THE PARTIES**

2. Plaintiff, Gary Davis ("Plaintiff") is now, and at all relevant times was, a resident of the County of Los Angeles, State of California.

3. At all relevant times, the class of Plaintiffs on behalf of which Plaintiff is bringing this suit, were residents of the State of California. Such persons shall hereinafter be referred to as the "Class" or "Class Members."

4. Plaintiff is informed and believes, and based thereon alleges that Defendant Chase Bank is a corporation, organized and existing under the laws of the State of Delaware, duly qualified as a foreign corporation to transact business in the State of California, and doing business throughout the State of California. Plaintiff is informed and believes, and based thereon alleges, that Defendant Chase Bank is presently and/or has engaged in business in the County of Los Angeles, State of California.

5. Plaintiff is informed and believes, and based thereon alleges that Defendant Circuit City is a Virginia corporation that owns and operates numerous retail stores in the State of California, including multiple locations in Los Angeles County.

1           6.     At all times relevant herein, Defendants Chase Bank and Circuit City offered a credit  
2 card through Circuit City ("Circuit City Rewards Card"). The Circuit City Rewards Card conferred  
3 certain benefits to consumers who utilized the credit card to make their purchases such as earning  
4 reward points redeemable at Circuit City stores. Another benefit of the Circuit City Rewards Card  
5 was access to Defendants' advertised promotion of "no interest, no payment" for a specified period  
6 of time on certain types of Circuit City purchases. ("Promotional Purchases")

7           7.     Plaintiff is informed and believes, and based thereon alleges that at all times herein  
8 mentioned, Defendant Chase Bank, Defendant Circuit City and DOES 1 through 50, inclusive  
9 (hereinafter jointly referred to as "Defendants"), are each responsible in some manner for the  
10 transactions, events and occurrences herein alleged and that damages herein alleged were  
11 proximately caused thereby. Plaintiff is informed and believes, and based thereon alleges that each  
12 of the Doe Defendants was intentionally, negligently, or in some other manner the cause, or  
13 contributing cause of, or otherwise responsible for the events and happenings alleged in this  
14 complaint and for Plaintiff's injuries and damages and those of the Class. Plaintiff will seek leave to  
15 amend this complaint to allege the true names and capacities of each such Doe Defendant, together  
16 with such additional allegations as may be appropriate, when their names, capacities, and the nature  
17 of their involvement have been ascertained.

18           8.     Plaintiff is informed and believes and thereon alleges that at all times herein  
19 mentioned, Defendants, and each of them, were the agents, joint venturers, trustees, servants,  
20 partners, alter-egos, parent corporations, contractors, and/or employees of each of the remaining  
21 Defendants, and that the acts and/or omissions herein alleged were done by them acting individually,  
22 Defendants, and that the acts and/or omissions herein alleged were done by them acting individually,  
23 through such capacity or through the scope of their authority, and that such conduct was thereafter  
24 ratified by the remaining Defendants.

25           9.     At all relevant times, Defendants, and each of them, solicited business from residents  
26 and other individuals within the State of California, conducted business with consumers in the State  
27 of California, conducted business with Plaintiff and others similarly situated with him herein, and  
28 solicited business from Plaintiff and others similarly situated with Plaintiff, said business being the

1 subject matter of this complaint.

2 **CLASS ACTION ALLEGATIONS**

3 10. Plaintiff brings this class action, on behalf of himself and all others similarly situated  
4 in California during all or part of the class period, as more fully explained below. The questions of  
5 law or fact common to the class predominate over questions affecting the individual members and,  
6 on balance, a class action is superior to other methods available for adjudicating the controversy.

7 11. The proposed class Plaintiff seeks to represent is presently defined as follows:

8 All persons who, in the past four years, used their Circuit City Rewards Card to

9 (a) make a Promotional Purchase in California;

10 (b) had made the minimum payment, or greater payment on their prior  
11 statement closing balance ("Payment"); and

12 (c) were assessed a finance charge on their prior balance without Chase  
13 having applied that Payment to their prior balance because Chase Bank applied the payment to the  
14 Promotional Purchase rather than to the prior balance.

15 12. There is a well-defined community of interest in the litigation and the proposed class  
16 is easily ascertainable.

17 13. Numerosity: The Plaintiff Class is potentially so numerous that the individual joinder  
18 of all members is impracticable under the circumstances of the case. While the exact number of  
19 class members is unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon  
20 alleges that Defendants' Circuit City Reward Card Promotional Purchase program was a widespread  
21 program marketed and promised to numerous individuals within the customer base of Defendants.

22 14. Common Questions Predominate: Common questions of law and fact exist as to all  
23 class members, and predominate over any questions that affect only individual members of the class.  
24 The common questions of law and fact include, but are not limited to:

25 (a) Whether Defendants have engaged in practices proscribed by the Consumer  
26 Legal Remedies Act, *Civil Code* section 1770, subsection (a)(9), by "advertising goods or  
27 services with intent not to sell them as advertised";

28 (b) Whether Defendants have engaged in practices proscribed by the Consumer

1 Legal Remedies Act, *Civil Code* section 1770, subsection (a)(13), by "making false or  
2 misleading statements of fact concerning reasons for, existence of, or amounts of price  
3 reductions";

4 (c) Whether Defendants have engaged in practices proscribed by the Consumer  
5 Legal Remedies Act, *Civil Code* section 1770, subsection (a)(14), by "representing that a  
6 transaction confers or involves rights, remedies or obligations which it does not have or  
7 involve, or which are prohibited by law";

8 (d) Whether Defendants have engaged in practices proscribed by the Consumer  
9 Legal Remedies Act, *Civil Code* section 1770, subsection (a)(19), by "inserting an  
10 unconscionable provision in the contract";

11 (e) Whether Defendants have violated the Consumer Legal Remedies Act, *Civil*  
12 *Code* section 1750 et seq., by engaging in other and/or additional practices proscribed  
13 therein;

14 (f) Whether Defendants' activities related to its solicitation for consumer  
15 purchases of promotional Circuit City products with the Circuit City Rewards Card,  
16 constitutes false or misleading advertising in violation of *Business and Professions Code*  
17 section 17500;

18 (g) Whether Defendants' conduct is "unlawful," "unfair" or "fraudulent" within  
19 the meaning of California's Unfair Business Practices Act, *Business and Professions Code*  
20 section 17200, et seq.

21 (h) Whether in their uniform, written credit applications and marketing  
22 materials, Defendants have failed to disclose material terms of Defendants' Promotional  
23 Purchase offer;

24 (i) Whether Defendants made uniform, material false representations to the effect  
25 that consumers would not be charged interest on Promotional Purchases.

26 15. Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff  
27 Class. Due to Defendants' common course of conduct, Plaintiff and all members of the Plaintiff  
28 Class have been unwittingly forced to pay off the Promotional Purchases prior to the expiration of

1 the advertised grace period for such payments and have been assessed a finance charge or charges in  
2 connection with a Circuit City purchase advertised as "interest and payment free" if made with their  
3 Circuit City Rewards Card.

4 16. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of  
5 Plaintiff Class. Plaintiff resides in California and has been charged finance fees in connection with  
6 one or more Promotional Purchases. Plaintiff has retained counsel who have substantial experience  
7 in complex civil litigation and class actions.

8 17. Superiority: The class action is superior to other available means for the fair and  
9 efficient adjudication of the claims of Plaintiff. The damages suffered by each individual Class  
10 Member may be limited. Damages of such magnitude are small given the burden and expense of  
11 individual prosecution of the complex and extensive litigation necessitated by Defendants' conduct.  
12 Further, it would be virtually impossible for the members of the Class individually to redress  
13 effectively the wrongs done to them. Even if the Class Members themselves could afford such  
14 individual litigation, the court system could not. Individualized litigation presents a potential for  
15 inconsistent or contradictory judgments. Individualized litigation increases the delay and expense to  
16 all parties and the court system presented by the complex legal and factual issues of the case. By  
17 contrast, the class action device presents far fewer management difficulties, and provides the  
18 benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.  
19 Certification is also appropriate given the anticipated need to create a fluid recovery fund.

20 18. Plaintiff is unaware of any particular difficulties that are likely to be encountered in  
21 the management of this action that would preclude its maintenance as a class action.

22 **GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

23 19. Defendants solicited Plaintiff and others similarly situated to make purchases at  
24 Circuit City using Defendants' Circuit City Rewards Card and in exchange for using its services,  
25 Plaintiff and others similarly situated were eligible to receive an interest and payment free period in  
26 which to pay off the balance on certain purchases described herein as "Promotional Purchases."

27 20. From time to time, Defendants advertise Promotional Purchases in the Circuit City  
28 Stores, Circuit City Rewards Card applications, mailers, and newspapers, among other advertising

1 means. The Promotional Purchase advertisements offer "no interest, no payments" for a variable  
2 period based on the amount of the purchase. For example, a Circuit City Rewards Card promotional  
3 item offered to consumers in 2006, states in large writing: "No interest! No payments! For six  
4 months when you spend \$499 or more. For 90 days when you spend \$299 or more." "It is easy to  
5 take advantage of this offer! When you make a purchase with your Circuit City credit card, present  
6 this certificate to the store associate to scan." (A true and correct copy of this Circuit City Rewards  
7 Card promotional material is attached hereto as Exhibit A).

8 21. Plaintiff is informed and believes and thereon alleges that this promotional material  
9 as well as variations of this promotional material, advertising "no interest, no payment" for a  
10 specified period of time, was provided or made available, from time to time, to each of the Class  
11 Members.

12 22. On March 3, 2006, Plaintiff purchased a television set from Circuit City, charging  
13 \$2,000 to his Chase Circuit City Rewards Card. Although Plaintiff did not request that this item be  
14 treated as a Promotional Purchase, Defendants nevertheless automatically treated this item as a  
15 Promotional Purchase, with the term of no interest with minimal payment until January 2008.

16 23. Prior to the purchase of the subject television, Defendant Chase Bank billed Plaintiff  
17 for purchases made between January 14, 2006, and February 13, 2006 ("February Statement"), on  
18 his Circuit City Rewards Card. Payment was due by March 10, 2006, and if Payment was posted by  
19 March 10, 2006, no finance charge should be applied because the balance would have been paid in  
20 full. Alternatively, if partial Payment was made either of the minimum amount or a greater amount,  
21 then a finance charge should be applied only against the remaining balance after subtracting the  
22 Payment made. Plaintiff returned two items and made two on-line payments consisting of the total  
23 amount owing on March 4, 2006, and March 6, 2006, thereby paying the February Statement  
24 balance in full and on time.

25 24. Based on the language appearing in each of his monthly statements, Plaintiff was  
26 informed and believed that he would not be assessed a finance charge if his monthly billings were  
27 paid in full, or that any finance charge would be based only on the remaining balance after any  
28 partial Payment had been subtracted from the outstanding balance. Each billing statement received

1 by Plaintiff states: "[W]e do not charge periodic finance charges on new purchases billed during the  
2 billing cycle if we receive payment of your New Balance by the date and time your payment is due  
3 as shown on your billing statement and we received payment of your New Balance on your previous  
4 billing statement by the date and time your payment was due as shown on that billing statement."  
5 (A true and correct copy of the February Statement is attached hereto as Exhibit B).

6 25. Sometime after March 13, 2006, Plaintiff received his monthly statement from  
7 Defendant Chase Bank for purchases made between February 14, 2006, and March 13, 2006  
8 ("March Statement"). Although plaintiff had paid the February Statement balance in full and in a  
9 timely manner, Defendant Chase Bank assessed a \$77.25 finance charge which appeared on the  
10 March Statement. (A true and correct copy of the March Statement is attached hereto as Exhibit C).

11 26. Plaintiff is informed and believes, and based thereon alleges that he was assessed the  
12 \$77.25 finance charge because his entire February Statement Payment was applied against the  
13 \$2,000 Promotional Purchase, payment for which was not due, instead of to the February Statement  
14 balance, thereby leaving a balance due against which finance charges were charged. The \$2,000  
15 charge for the television was made subsequent to the issuance of the February Statement, and no  
16 Payments of any kind were due and owing for the Promotional Purchase until January 2008.  
17 Nevertheless, Chase Bank allocated the entire \$1,736.91 that Plaintiff paid on his February  
18 Statement to the March 3, 2006, Promotional Purchase, even though, as advertised, no amounts were  
19 due and owing on that item.

20 27. Chase Bank assessed similar finance charges against Plaintiff on at least two (2) other  
21 prior occasions involving the same type of Promotional Purchase, where payments were not due for  
22 a specified period of time, but Chase Bank nevertheless allocated all of Plaintiff's payments to the  
23 Promotional Purchase. Plaintiff is informed and believes, and based thereon alleges that thousands  
24 of other similarly situated Class Members made similar types of Promotional Purchases at Circuit  
25 City using Defendants' Circuit City Rewards Card, which Defendants treated as Promotional  
26 Purchases subject to terms of "no interest, no payment" for a specified period of time, but were  
27 thereafter charged a finance charge in a manner similar, or identical to that of Plaintiff.

28 28. The "no interest, no payment" promotional offers fail to disclose that all payments



1 made by the consumer on his or her regular monthly statement are given priority of payment to the  
2 promotional item, even if not yet billed and even if not due for many months.

3 29. The promotional offer conveys that the consumer will receive a benefit of a grace  
4 period of anywhere from a few months to two (2) years or more. Plaintiff is informed and believes,  
5 and based thereon alleges, however, that the offer is a scam used to induce consumers into believing  
6 that they will have an extended time period in which to pay off their Promotional Purchases, when in  
7 fact, the consumer has less time to pay off the Promotional Purchases due to Defendants' practice of  
8 allocating consumers' Payments as described herein.

9 30. Plaintiff is informed and believes, and based thereon alleges that Defendant Chase  
10 Bank knows of the terms and conditions of such Promotional Purchases, and that Chase Bank's  
11 practice of prioritizing the allocation of credit card payments to purchases not yet due and owing is  
12 deceptive, misleading, fraudulent, unfair and in violation of California law. Plaintiff further is  
13 informed and believes, and based thereon alleges that Defendant Chase Bank's practice of  
14 prioritizing the allocation of credit card payments to purchases advertised as "interest and payment  
15 free" is especially egregious and violative of California law as this practice directly contradicts the  
16 concept of "interest and payment free."

17 31. Plaintiff, on behalf of himself and all others similarly situated, seeks damages and  
18 equitable relief, including restitution, for violations of the California Consumers Legal Remedies  
19 Act, the *California Business and Professions Code* (Unfair Business Practices and False  
20 Advertising), Fraud and Deceit, and breach of contract and of the covenant of good faith and fair  
21 dealing. On behalf of himself and the proposed Class Members, and to the extent appropriate, on  
22 behalf of the general public of California, Plaintiff seeks, among other things, declaratory relief,  
23 injunctive relief, equitable relief, including restitution and disgorgement, and actual and punitive  
24 damages, and attorney's fees.

25 **FIRST CAUSE OF ACTION**

26 (Violation of the Consumers Legal Remedies Act)

27 (Against All Defendants)

28 32. Plaintiff incorporates by reference paragraphs 1 - 31 above as though fully set forth

1 herein.

2 33. Defendants are "persons" and provide "goods" and "services" within the meaning of  
3 the *Civil Code* sections 1761(c) and 1770.

4 34. Purchasers of Circuit City Promotional Purchases with the Circuit City Rewards  
5 Card, including Plaintiff and Class Members, are "consumers" within the meaning of the *Civil Code*  
6 section 1761(d) and 1770. Plaintiff's and each Class Member's Promotional Purchase with the  
7 Circuit City Rewards Card constitutes a "transaction" within the meaning of *Civil Code* sections  
8 1761(e) and 1770.

9 35. As set forth herein, Defendants' acts, practices, representations, omissions, and  
10 course of conduct with respect to advertising and selling items as interest and payment free violates  
11 section 1770 (a)(9), (13), (14), and (19) of the Consumers Legal Remedies Act in that: (a)  
12 Defendants advertised goods or services with the intent not to sell them as advertised; (b)  
13 Defendants made misleading statements of fact concerning reasons for, existence or amounts of  
14 price reductions; (c) Defendants represented that the transaction conferred or involved rights,  
15 remedies or obligations that it did not have or involve; and (d) Defendants inserted an  
16 unconscionable provision in the contract.

17 36. This action shall constitute notice to Defendants pursuant to *California Civil Code*  
18 section 1782 of the unlawful, unfair and fraudulent business practices as complained herein and  
19 formal demand that Defendants: (1) cease and desist all advertising, promotional and sales activities  
20 and practices described herein; (2) cease the promotion of its "interest and payment free" credit card  
21 through the use of deceptive and misleading advertising devices as described herein; (3) cease the  
22 practice of prioritizing the application of consumers' credit card payments to Promotional  
23 Purchases; and (4) disclose to all consumers' Defendants' deceptive and illegal practices.

24 37. Should Defendants herein fail to comply with the demands as stated above, Plaintiff  
25 shall file a First Amended Complaint seeking an order, pursuant to *California Code of Civil*  
26 *Procedure* section 1780 et seq.: (1) directing Defendants to cease and desist all advertising,  
27 promotional and sales activities and practices described herein; (2) enjoining Defendants from the  
28 promotion of its "interest and payment free" credit card through the use of deceptive and misleading

1 advertising devices as described herein; (3) directing Defendants to disgorge, for the benefit of  
2 Class Members, its profits and compensation emanating from its "interest and payment free"  
3 scheme, and/or make full restitution to Plaintiff and Class Members; and (4) enjoining Defendant  
4 Chase Bank from prioritizing the application of consumers' credit card payments to Promotional  
5 Purchases. Plaintiff's Amended Complaint shall also seek compensatory and punitive damages,  
6 costs of litigation, attorneys' fees and such other relief as is authorized under applicable provisions  
7 of the CLRA.

8 **SECOND CAUSE OF ACTION**

9 (For Violation of the *California Business and Professions Code*

10 *Section 17200 et seq.*: Unlawful and Unfair Business Practices)

11 (Against All Defendants)

12 38. Plaintiff incorporates by reference paragraphs 1 – 37 above as though fully set forth  
13 herein. Plaintiff has suffered injury in fact and has suffered financial loss as a result of Defendants'  
14 conduct as alleged in this cause of action.

15 39. Defendants' acts, conduct and practices as described herein constitute unlawful  
16 business acts and practices within the meaning of *California Business and Professions Code*  
17 sections 17200 et seq.

18 40. Defendants' acts, conduct and practices were unlawful, in that Defendants violated  
19 the Consumers Legal Remedies Act, as alleged herein.

20 41. Defendants' acts, conduct and practices, as described herein, constitute unfair,  
21 fraudulent, and deceptive business acts and practices within the meaning of *California Business and*  
22 *Professions Code* sections 17200 et seq.

23 42. Defendants' acts, conduct and practices, as alleged herein, were unfair, in that any  
24 utility for Defendants' conduct is outweighed by the gravity of the consequences to Plaintiff, Class  
25 Members, and the general public, and/or Defendants' conduct is immoral, unethical, oppressive,  
26 unscrupulous or substantially injurious to Plaintiff, Class Members and the general public.

27 43. Defendants' acts, conduct and practices, as alleged herein, were fraudulent, in that  
28 they were likely to and did deceive Plaintiff, Class Members and the general public, and Defendants

1 engaged in such acts, conduct, and practices knowingly.

2 44. Defendants' unfair, fraudulent, and deceptive business acts and practices are  
3 described herein and include, but are not limited to, the following:

4 (a) Advertising promotional items as interest and payment free when purchased  
5 with a Circuit City Rewards Card when in fact, interest and finance charges were frequently  
6 applied;

7 (b) Charging a finance fee despite Payment of the monthly balance in part or in  
8 full, without deducting the Payment made before assessing any finance charge; and

9 (c) Applying monthly Payments to Promotional Purchases not yet billed or owing  
10 instead of to the balance as billed in the monthly statement due.

11 45. As a direct and proximate result of Defendants' unfair, unlawful and fraudulent  
12 business practices as alleged herein, Defendants were able to: (a) issue more charge cards to Circuit  
13 City customers than they otherwise would have; (b) receive more credit card purchases for Circuit  
14 City products than they otherwise would have; and/or (c) charge more finance charges than they  
15 otherwise would have, and accordingly, Defendants received and are in possession of excessive and  
16 unjust revenues and profits.

17 46. Plaintiff, on behalf of himself and all others similarly situated in California, and  
18 where appropriate, on behalf of the general public of California, seeks an order including, but not  
19 limited to (1) directing Defendants to cease and desist all advertising, promotional and sales  
20 activities and practices described herein; (2) enjoining Defendants from the promotion of their  
21 "interest and payment free" credit card through the use of deceptive and misleading advertising  
22 devices as described herein; (3) directing Defendants to disgorge, for the benefit of Class Members,  
23 their profits and compensation emanating from their "interest and payment free" scheme, and/or  
24 make full restitution to Plaintiff and Class Members; and (4) enjoining Defendant Chase Bank from  
25 prioritizing the application of consumers' credit card payments to Promotional Purchases. Plaintiff  
26 also seeks any other relief the Court deems acceptable, in accordance with section 17203 of the  
27 Business and Professions Code. Plaintiff also seeks costs of litigation, attorneys' fees pursuant to  
28 *California Code of Civil Procedure* §1021.5, and such other relief as the Court deems proper.

THIRD CAUSE OF ACTION

(False Advertising, Violation of *Business & Profession Code* §17500)

(Against All Defendants)

47. Plaintiff incorporates by reference paragraphs 1 – 46 above as though fully set forth herein.

48. The standardized advertising and written and oral promotional material and all other written and oral promotional efforts undertaken by Defendants constitute advertising services and commercial statements, disseminated by Defendants, which contained statements that are untrue and/or misleading, or which omitted material information, and which are known, or by the exercise of reasonable care should have been known by Defendants to be deceptive, in violation of *California Business and Professions Code* section 17500, et seq. and other similar state false advertising statutes. Plaintiff and Class Members are accordingly entitled to equitable and injunctive relief, on behalf of themselves and all others similarly situated, and request the following equitable and injunctive relief:

(a) That Defendants be ordered to cease and desist all advertising, promotional and sales activities and practices described herein;

(b) That Defendants be enjoined from the promotion of its "interest and payment free" credit card through the use of deceptive and misleading advertising devices as described herein;

(c) That Defendants be ordered to disgorge, for the benefit of Class Members, their profits and compensation emanating from its "interest and payment free" scheme, and/or make full restitution to Plaintiff and Class Members.

(d) That Defendant Chase Bank be enjoined from prioritizing the application of consumers' credit card payments to Promotional Purchases.

8  
6  
2  
7  
0  
5  
25 //  
26 //  
27 //  
28 //

1 **FOURTH CAUSE OF ACTION**

2 (Fraud and Deceit)

3 (Against All Defendants)

4 49. Plaintiff incorporates by reference paragraphs 1 – 48 above as though fully set forth  
5 herein.

6 50. At various times, as set forth in this Complaint, Defendants made material and  
7 intentional misrepresentations and false promises to Plaintiff, and others similarly situated while  
8 fraudulently concealing other material facts from Plaintiff. The material, fraudulent  
9 misrepresentations, false promises, and fraudulent omissions include, but are not limited to, the  
10 following:

11 (a) Uniform, written solicitations to consumers, which solicitations uniformly  
12 promised that certain promotional purchases made at Circuit City using the Circuit City  
13 Rewards Card in excess of \$250 would receive an interest and payment free period in which  
14 to payoff their purchase;

15 (b) Uniform failure to disclose in Defendants' written solicitations to consumers  
16 that Defendant Chase Bank would actually charge a finance charge even when customers  
17 paid their prior balance in full, or would otherwise charge a finance charge on any remaining  
18 balance without first deducting any partial Payment made;

19 (c) Failure to clearly and adequately disclose that Chase Bank would allocate  
20 Payments to Promotional Purchases, even if no payments were due for many months, thus  
21 causing customers who believed they were paying their current balances to actually incur  
22 excessive finance charges.

23 51. While Defendants were making the enumerated, material fraudulent and deceitful  
24 misrepresentations and omissions, they knew the true facts to be the opposite thereof.

25 52. Defendants knew that each of these enumerated, material misrepresentations and  
26 omissions were deceitful and fraudulent at the time that they were made, or, at the minimum, made  
27 the fraudulent misrepresentations and omissions with a reckless disregard for the true facts.

28 53. Defendants made its material fraudulent misrepresentation and fraudulently

1 concealed material information for the primary purposes of inducing Plaintiff and others similarly  
2 situated to enter into a Circuit City Promotional Purchase using the Circuit City Rewards Card.  
3 Specifically, Defendants purposefully and fraudulently concealed that Promotional Purchases were  
4 given priority of payment, even if not yet billed and owing, thus making the promise of "interest and  
5 payment free" illusory.

6 54. Plaintiff and other Class Members were unaware of the true facts that were concealed  
7 by Defendants' material fraudulent misrepresentations and omissions, consummated the proposed  
8 Promotional Purchase, having no reason to suspect that the transactions were predicated upon such  
9 material, deceitful and fraudulent misrepresentations and omissions.

10 55. As a direct and proximate result of the events and material, deceitful and fraudulent  
11 misrepresentations described herein, Plaintiff and other Class Members have been damaged as may  
12 be shown according to proof at the time of trial.

13 56. In doing the acts herein alleged, Defendants acted with malice, oppression, and fraud  
14 in order to induce Plaintiff and Class Members into making Circuit City purchases with the Circuit  
15 City Rewards Card pursuant to which Defendants would profit from the collection of undisclosed  
16 fees. Such despicable conduct, in willful and conscious disregard of Plaintiff's rights, justifies an  
17 award of exemplary damages against these Defendants in amounts as may be shown in according to  
18 proof at the time of trial.

19  
20 **FIFTH CAUSE OF ACTION**

21 **(Breach of Contract)**

22 **(Against Defendant Chase Bank and Does 1 - 50)**

23 57. Plaintiff incorporates by reference paragraphs 1 - 56 above as though fully set forth  
24 herein.

25 58. Defendant Chase Bank offered Plaintiff and Class Members a no interest, no payment  
26 grace period on Promotional Purchases made using their Circuit City Rewards Card.

27 59. Plaintiff and Class Members made Promotional Purchases as offered by Defendant  
28 Chase Bank.

1           60. Defendant Chase Bank breached these contracts by prioritizing the allocation of  
2 credit card Payments to purchases offered and accepted as interest and payment free ahead of non-  
3 promotional items appearing on the monthly statement. Defendant Chase Bank further breached  
4 these contracts by charging an interest fee on balances that remained due to this allocation of  
5 Payments.

6           61. By reason of Defendants' breach of Plaintiff's and other Class Members' respective  
7 contracts, Plaintiffs and other Class Members have been damaged in the manner set forth herein, in  
8 an amount to be determined at trial.

9  
10                                   **SIXTH CAUSE OF ACTION**

11                                   (Breach of the Implied Covenant of Good Faith and Fair Dealing)

12                                   (Against Defendant Chase Bank and Does 1 – 50)

13           62. Plaintiff incorporates by reference paragraphs 1 – 61 above as though fully set forth  
14 herein.

15           63. Every contract imposes upon each party a duty of good faith and fair dealing in its  
16 performance. The Promotional Purchases made by Plaintiff and Class Members with their Circuit  
17 City Rewards Card contained an implied covenant of good faith and fair dealing. The covenant  
18 requires that neither party to the Promotional Purchase agreement do anything to infringe upon the  
19 other party's rights to the benefits of the agreement.

20           64. Defendant Chase Bank's conduct, as set forth herein, has breached each of the  
21 implied covenants of good faith and fair dealing.

22           65. For example, Defendant Chase Bank has materially breached the implied covenant of  
23 good faith and fair dealing by:

24                   (a) Promising purchasers of Circuit City Promotional Purchases they would  
25 receive a payment free period in which to payoff their purchase, when, in fact, Defendant  
26 Chase Bank prioritized the allocation of Payments to Promotional Purchases;

27                   (b) Promising purchasers of Circuit City Promotional Purchases they would  
28 receive an interest free period in which to payoff their purchase, when, in fact, Defendant



1 Chase Bank charged interest fees in connection with Promotional Purchases.

2 66. As a direct result of material breaches of the implied covenant of good faith and fair  
3 dealing by Defendants, as set forth herein, Plaintiffs have been damaged as may be shown according  
4 to proof at the time of trial.

5  
6 **SEVENTH CAUSE OF ACTION**

7 (For Unjust Enrichment)

8 (Against Defendant Chase Bank and Docs 1- 50)

9 67. Plaintiff incorporates by reference paragraphs 1 - 66 above as though fully set forth  
10 herein.

11 68. As set forth fully herein, Defendants were not and are not entitled to a finance fee in  
12 connection with Promotional Purchases.

13 69. Thus, Defendants have retained and continue to retain money belonging to Plaintiff  
14 and the Class Members.

15 70. If Defendants are permitted to retain this money, they will be unjustly enriched at the  
16 Plaintiffs' expense.

17  
18 **WHEREFORE**, Plaintiff, on Plaintiff's own behalf and on behalf of the Class Members,  
19 prays for judgment as follows:

20 1. For an order certifying the Plaintiff Class and appointing Plaintiff and his counsel to  
21 represent the Class;

22 2. For an order awarding compensatory damages in an amount which may be proven at  
23 trial, together with interest thereon;

24 3. For an order awarding restitution and/or disgorgement and other equitable relief as  
25 the Court deems proper;

26 4. For an order awarding exemplary damages in an amount to deter and punish;

27 5. For an order awarding pre-judgment and post-judgment interest, as well as their  
28 reasonable attorneys' and experts' witness fees and other costs;

1 reasonable attorneys' and experts' witness fees and other costs;

2 6. For an order enjoining Defendants from continuing to engage in unfair business  
3 practices and false advertising; and,

4 7. For an order awarding such other and further relief as this Court may deem just and  
5 proper.

6  
7 DATED: June 26, 2006

ROXBOROUGH, POMERANCE & NYE LLP

8  
9 By: 

DREW E. POMERANCE

MICHAEL G. KLINE

ERIN M. LaBRACHE

Attorneys for Plaintiff GARY DAVIS,  
individually and on behalf of himself, and  
as Private Attorney General and on behalf of  
all others similarly situated

**No Interest! No Payments!**

**For 6 Months  
When You  
Spend  
\$499  
or more\***



**For 90 Days  
When You  
Spend  
\$299  
or more\***

\* See reverse side for details.

Store Associate: Please scan this  
barcode for the 90 Day/\$299 offer



50YCRFINANCE03M

***It's easy to take advantage  
of this offer!***

**When you make a purchase  
with your Circuit City credit card,  
present this certificate  
to the store associate to scan.**

\* Offer apply to in-store purchases charged to your Circuit City credit card account and are subject to credit approval. For any item (new and used), to avoid finance charges, the purchase price must be paid in full within 100 days of the purchase date or on the 91st day from the purchase date. Finance charges will be assessed at the Unleveraged Annual Percentage Charge (APR) from the date of purchase. For any item (new and used), to avoid finance charges, the purchase price must be paid in full within 90 days of the purchase date or on the 91st day from the purchase date. Finance charges will be assessed at the Unleveraged Annual Percentage Charge (APR) from the date of purchase. Minimum monthly payments are required on your other account balances. As of August 1, 2009 the following rates and terms apply to in-store purchases and are subject to change. For new Circuit City Rewards Card members: The purchase APR is 12.99% or 24%, the Unleveraged Annual Percentage Charge (APR) is 23.74% or 24% and the default and closed account APR is 24.99% or 26.99%, depending on your credit qualifications. Late Payment & Returned Check Fee: \$35. Minimum Finance Charge, if any assessed: \$1.00. Offer expires 8/31/09. Retailer associations should use their own discretion for applicable interest rates and charges. The Circuit City Rewards Card is issued by Citicard USA, N.A.

50YCRFINANCE03M



Store Associate: Please scan this  
barcode for the 6 Month/\$499 offer

EXH A



Statement

41041400149340390000110000002752685

CHASE CARDMEMBER SERVICE  
PO BOX 100046  
KENNESAW, GA 30156-9244

ACCOUNT # 4104 1400 1493 4039  
NEW BALANCE \$2,752.68  
PAYMENT DUE DATE 03/10/06  
MINIMUM PAYMENT DUE \$110.00



CHASE CARDMEMBER SERVICE  
PO BOX 94010  
PALATINE, IL 60094-4010

MAIL  
CHECK  
TO:

MAKE CHECKS PAYABLE TO CHASE



GARY J DAVIS  
3126 ROBERTS AVE  
CULVER CITY CA 90232-7415

M0117947

\$   
AMOUNT ENCLOSED

PLEASE INDICATE ANY CHANGE TO ADDRESS OR TELEPHONE BELOW OR VISIT WWW.CIRCUITCITYREWARDS.COM  
Street Address \_\_\_\_\_ Home Telephone \_\_\_\_\_  
City/State/Zip \_\_\_\_\_ Business Telephone \_\_\_\_\_ [Click Details Here](#)

**NCE SUMMARY**

Use Balance \$1,495.99  
Payments and Credits \$1,781.13  
Cash Advances \$0.00  
Purchases/Adjustments \$2,955.45  
FINANCE CHARGES \$82.37  
New Balance \$2,752.68

**ACCOUNT INFORMATION**

Statement Closing Date 02/13/06  
Days in Billing Cycle 31  
New Balance \$2,752.68  
Credit Line \$8,000.00  
Available Credit \$5,247.32  
Available Cash Advance\*\* \$1,800.00

**ACCOUNT #**

4104140014934039  
Payment Due Date 03/10/06  
MINIMUM PAYMENT DUE \$110.00

CALL 1-800-523-7587 TO MAKE YOUR  
PAYMENT OVER THE PHONE OR  
VISIT US ONLINE AT  
WWW.CIRCUITCITYREWARDS.COM

**TRANSACTION DETAIL**

ing	Transaction Date	Reference Number	Transactions	Charges & Credits
6	01/12	601327517011637	SOUPPLANTATION #17 LOS ANGELES CA	11.24
6	01/12	6013349544161898	RALPHS #0284 SF4 CULVER CITY CA	7.80
6	01/14	0387718064897000	CIRCUIT CITY PURCHASE	933.53
			121 30" AND LARGER TVs	
6	01/14	6016730160275528	ROLL N RYE CULVER CITY CA	13.78
6	01/14	6016070214459019	CARY PHOTO LAB CULVER CITY CA	23.59
7	01/16	7083000000000000	CIRCUIT CITY PURCHASE	6.51
			386 COMPUTER MEDIA	
			077 DVD SOFTWARE	
7	01/15	6016118000100172	EAST WIND 4 CULVER CITY CA	19.54
7	01/16	6016020000433663	SUBWAY SANDWICHES # LOS ANGELES CA	5.39
8	01/16	6017207589700306	BURGER KING # 9218 Q07 LOS ANGELES CA	2.48
8	01/16	6017745054440174	RITE AID STORE 5444 LOS ANGELES CA	3.91
9	01/16	6018138918801123	EL POLLO LOCO 3301 LOS ANGELES CA	7.65
9	01/19	6018822508290191	LA TIMES SUB 1375846018, 800-528-4637 CA	107.03
10	01/18	6018018000632878	BUFFET CITY LOS ANGELES CA	14.60
10	01/18	6018080182881108	SMART & FINAL CO. WEST LOS ANGELES	17.21
11	01/18	6020117724010040	DOMINO'S PIZZA #06308 LOS ANGELES CA	27.71
14	01/20	6023023268891108	SAT PROS 625-5892222 CA	420.00
15	01/24	6025002403498443	6 DE MAYO TACOS CULVER CITY CA	6.77
16	01/25	7878300000000000	CIRCUIT CITY PURCHASE	1.82
			386 COMPUTER MEDIA	
16	01/25	2130800000000000	CIRCUIT CITY PURCHASE	82.24
			142 DIGITAL VIDEO	
16	01/25	6025000138810579	HEIFONECALLELECTRONICS 800-340-4770 WA	284.02
17	01/25	6028710008432154	DENNY'S INC CULVER CITY CA	7.48
17	01/25	6028360143689162	OFFICE DEPOT #861 CULVER CITY CA	34.64
17	01/25	6028701086620484	HUS SZECHWAN 310-6370282 CA	30.80
10	01/27	6028130283158464	NEW PANDA BUFFET LOS ANGELES CA	20.53

EXPLANATION OF CODES ON REVERSE  
TABLE CASH ADVANCE IS INCLUDED IN AVAILABLE CREDIT LIMIT  
REMARKS: \* = Payment, \*\* = Credit

MAIL BILLING AND OTHER INQUIRIES TO:  
CHASE CARDMEMBER SERVICE  
PO BOX 100046  
KENNESAW, GA 30156-9246  
See form on reverse side.

CHASE

EXH B



021306 Statement

Customer Name  
GARY J DAVIS

Account Number  
4104-1400-1493-4039

Page 3 of 3

**Payment Tips**

- ▶ Call 1-866-522-7387 to make your payment over the phone! (A small fee will apply.)
- ▶ Mail your payment 7-10 days in advance of your payment due date to allow for mail delivery.
- ▶ Checks should be made payable to Chase.
- ▶ Write your account number on your check or money order.
- ▶ Include the payment coupon with your payment in the envelope provided.
- ▶ Written correspondence should be sent to:

CHASE CARDMEMBER SERVICE  
PO BOX 100044  
KENNESAW, GA 30156-9244

As a Valued Cardmember, you can claim high-quality merchandise from top brands such as Lenox, Harley-Davidson, Cross and many more! Just go to [www.rewardcenter.com](http://www.rewardcenter.com) and enter 157511 where it asks for your certificate number. These products are not available to the general public, so act now!

Redeem your rewards points today and use your Rewards Certificates towards your next purchase at Circuit City. For every 500 points you earn, you'll receive a \$5 Rewards Certificate. Just visit [circuitcityrewards.com](http://circuitcityrewards.com) anytime to check your point balance and redeem for Rewards Certificates.

**REWARDS POINTS SUMMARY**

Your Circuit City Rewards ID Number is 70021534100

The number of Rewards Points you have earned  
(through 02/13/2009) 53,171

The total number of Rewards Points that are available  
for you to redeem 1,699

The number of Rewards Points that are pending  
in your account 472

**FINANCE CHARGE SUMMARY**

	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge	ANNUAL PERCENTAGE RATE	SEE REVERSE SIDE FOR IMPORTANT INFORMATION
Purchases A	\$2,312.82	0.0852%	23.79%	\$48.74	24.29%	
Purchases B	\$1,781.92	0.0849%	23.84%	\$35.63		
Cash Advances C	\$0.00	0.0781%	27.79%	\$0.00		

\* PERIODIC RATE MAY VARY FROM MONTH TO MONTH

SEE EXPLANATION OF CODES ON REVERSE  
AVAILABLE CASH ADVANCE IS INCLUDED IN AVAILABLE CREDIT LIMIT  
ABBREVIATIONS: "p" = Payment, "c" = Credit  
For 24 hour information call 1-866-522-7387  
Customer Service advisors are available Monday - Friday 10am - 8pm ET  
To report your credit card lost or stolen 24 hours a day call (888) 895-4142  
for T.D.B. (Telephone Device for the Hearing Impaired), call (800) 925-1794

MAIL BILLING AND OTHER INQUIRIES TO:  
CHASE CARDMEMBER SERVICE  
PO BOX 100044  
KENNESAW, GA 30156-0244  
See form on reverse side.

**CHASE**



031306 Statement

41041400149340390000119000004497579

CHASE CARDMEMBER SERVICE  
PO BOX 100044  
KENNESAW, GA 30156-9244

ACCOUNT # 4104 1400 1493 4039  
NEW BALANCE \$4,497.57  
PAYMENT DUE DATE 04/07/08  
MINIMUM PAYMENT DUE \$119.00

CHASE CARDMEMBER SERVICE  
PO BOX 94010  
PALATINE, IL 60094-4010

MAIL  
CHECK  
TO:

MAKE CHECKS PAYABLE TO CHASE

GARY J DAVIS  
3126 ROBERTS AVE  
CULVER CITY CA 90232-7415

08/11/08

\$        
AMOUNT ENCLOSED

PLEASE INDICATE ANY CHANGE TO ADDRESS OR TELEPHONE BELOW OR VISIT WWW.CIRCUITCITYREWARDS.COM

Street Address Home Telephone  
City/State/Zip Business Telephone ( ) or Details Here

**BALANCE SUMMARY**

Previous Balance \$2,782.69  
Payments and Credits \$2,752.54  
Cash Advances \$0.00  
Purchases/Adjustments \$4,420.32  
FINANCE CHARGES \$77.25  
New Balance \$4,497.57

**ACCOUNT INFORMATION**

Statement Closing Date 03/13/08  
Days in Billing Cycle 28  
New Balance \$4,497.57  
Credit Limit \$6,000.00  
Available Credit \$1,502.43  
Available Cash Advance\*\* \$1,502.43

**ACCOUNT #**

4104140014934039  
Payment Due Date 04/07/08  
MINIMUM PAYMENT DUE \$119.00

CALL 1-888-522-7587 TO MAKE YOUR  
PAYMENT OVER THE PHONE OR  
VISIT US ONLINE AT  
WWW.CIRCUITCITYREWARDS.COM

**PROMOTIONAL SUMMARY**

Issuance Initiation	Average Daily Balance	Deferred Average Daily Balance	Daily Periodic Rate**	Corresponding Annual Percentage Rate	Periodic FINANCE CHARGE	Accumulated Deferred Finance Charges	Promotional Payoff Balance	Promotional Ending Date
DCP 22 MOS MINP		\$218.00	0.00875%	23.98%		\$3.99	\$263.09	01/16/2008

IF ACCOUNT BALANCE MAY CONTAIN PURCHASES THAT REQUIRE A MINIMUM MONTHLY  
PAYMENT BY THE DUE DATE ON THIS STATEMENT, PLEASE REFER TO THE MINIMUM  
PAYMENT DUE FOR THAT AMOUNT. ACCUMULATED DEFERRED FINANCE CHARGES WILL BE  
PAID IF YOUR PROMOTIONAL BALANCE(S) IS PAID IN FULL BY THE PROMOTIONAL  
ENDING DATE SHOWN IN THE PROMOTIONAL SUMMARY SECTION. THE PROMOTIONAL END  
DATE MAY DIFFER FROM YOUR DUE DATE.

**TRANSACTION DETAIL**

Posting to	Transaction Date	Reference Number	Transactions	Charges & Credits
			<b>Purchases</b>	
14	02/13	8044286110836576	BEST BUY 00003838 W HOLLYWOOD CA	1,785.98
14	02/12	8044800441473788	SMART & FINAL CO. WEST LOS ANGELES CA	17.21
14	02/12	8044800003861934	ASIAN KITCHEN CULVER CITY CA	8.71
15	02/13	8045207566700376	BURGER KING # 9216 Q07 LOS ANGELES CA	3.78
16	02/14	8046960002578183	CLAZMO'S VEHICLE & ROBERTS CULVER CITY CA	7.36
17	02/16	8047585315218229	PIZZA HUT 07055013 CULVER CITY CA	14.60
20	02/17	8048512022011284	NORM'S LA CIENEGA #80 LOS ANGELES CA	13.89
20	02/18	8050049000286276	SUPER STAR BUFFET RESTAURANT CULVER CITY CA	18.75
20	02/18	8066381631182827	RALPH'S #0284 #F4 CULVER CITY CA	12.76
21	02/20	8051298111972834	BEST BUY 00003838 W HOLLYWOOD CA	8.66
22	02/21	4886500000000000	CIRCUIT CITY CREDIT PURCHASE 142 DIGITAL VIDEO	\$2.24 or

EXPLANATION OF CODES ON REVERSE  
TABLE CASH ADVANCE IS INCLUDED IN AVAILABLE CREDIT LIMIT  
NOTATIONS: "P" = Payment, "C" = Credit  
REFER TO INTEREST FREE SPECIAL PURCHASES ON REVERSE.

MAIL BILLING AND OTHER INQUIRIES TO:  
CHASE CARDMEMBER SERVICE  
PO BOX 100044  
KENNESAW, GA 30156-9244  
See item on reverse side.

CHASE

EXH C



031306 Statement

Customer Name  
GARY J DAVIS

Account Number  
4104-1400-1493-4039

Page 2 of 3

**Payment Tips**

- ▶ Call 1-866-322-7587 to make your payment over the phone! (A small fee will apply.)
- ▶ Mail your payment 7-10 days in advance of your payment due date to allow for mail delivery.
- ▶ Checks should be made payable to Chase.
- ▶ Write your account number on your check or money order.
- ▶ Include the payment coupon with your payment in the envelope provided.
- ▶ Written correspondence should be sent to:

CHASE CARDMEMBER SERVICE  
PO BOX 100044  
KENNESAW, GA 30156-9244

Posting Date	Transaction Date	Reference Number	Transactions	Charges & Credits \$
02/22	02/20	8062118000100573	WORK ON FIRE INC LOS ANGELES CA	28.17
02/22	02/20	8062282117281684	COMPUBA/GOOD OLIVE #746 LOS ANGELES CA	151.54
02/22	02/20	8062207988700388	BURGER KING # 9218 Q07 LOS ANGELES CA	2.48
02/22	02/21	8063384323115341	KFC 2810082 28100829 CULVER CITY CA	4.85
02/22	02/21	4848889004887000	CIRCUIT CITY CREDIT PURCHASE	503.53cr
			121 30" AND LARGER TVs	
02/24	02/23	8064000594427835	TWIX/PYROS/MAGAZINE P&H #77-813-0001 MY	2.00
02/24	02/23	8065470094900020	TASTE OF INDIA - C CULVER CITY CA	14.27
02/27	02/22	8066138011473500	EZ NEW WBS LAUNDRY/AT CULVER CITY CA	5.45
02/27	02/23	8065580551481534	SMART & FINAL CO. WEST LOS ANGELES CA	42.10
02/27	02/24	8068286298800195	PAPA JOHN'S PIZZA #2380 LOS ANGELES CA	19.73
02/27	02/24	8068286298800475	PAPA JOHN'S PIZZA #2380 LOS ANGELES CA	2.00
02/28	02/26	8068101812892422	THOP #782 LOS ANGELES CA	12.07
02/28	02/27	8068123385012788	GARY'S MEDITERRANEAN R LAS ANGELES CA	17.70
03/01	02/27	8068783000102064	JTB #0283 00002831 LOS ANGELES CA	2.15
03/01	02/27	8068701088820478	HUS SZECHMIAN LOS ANGELES CA	22.84
03/01	02/27	8068287988700437	BURGER KING # 9218 Q07 LOS ANGELES CA	2.48
03/03	03/02	8081000257188369	XM "SATELLITE RADIO" 800-XMRADIO DC	18.84
03/08	03/03	0211022004858000	CIRCUIT CITY PURCHASE	2,000.00
			126 PLASMA TV	
			127 MOUNTS	
3/09	03/07	8087197310881034	PANDA EXPRESS 00008188 CULVER CITY CA	6.82
3/09	03/07	8087388798783853	RALPHS #0086 SF4 CULVER CITY CA	25.43
3/10	03/07	8086442545100024	INDUSTRY CAFE AND CULVER CITY CA	9.78
3/10	03/08	8086238016400269	CRISTINA'S ITALIAN LOS ANGELES CA	16.27
3/13	03/08	8088388348919784	AUTODOME #6433 LOS ANGELES CA	4.32
3/13	03/10	8088388348919784	RALPHS #0086 SF4 CULVER CITY CA	3.86
3/13	03/10	80882000779800237	2020 VIDEO #12 LOS ANGELES CA	12.98
3/13	03/10	8070285111893272	BEST BUY 00001782 CULVER CITY CA	39.06
3/13	03/10	8070285111893272	BEST BUY 00001792 CULVER CITY CA	40.56
3/13	03/10	8070118340010813	BAJA FRESH 10142 CULVER CITY CA	7.53
3/13	03/11	8071803106480088	BESTBUYCOM 8884008 888-BESTBUY MN	20.54
3/13	03/12	8072126726206791	NEW PANDA BUFFET LOS ANGELES CA	10.80
3/13	03/13		PURCHASE "FINANCE CHARGE"	77.25
			Payments/Credits	
03/08	03/04	8088001000000010	ONLINE PMT RCVD-THANK YOU	1,005.00py
03/08	03/06	8088001000000019	ONLINE PMT RCVD-THANK YOU	730.91py

**IMPORTANT INFORMATION:**

ATTENTION: IF ACCOUNT IS IN DISPUTE FOR \$296.40, THIS AMOUNT HAS NOT BEEN INCLUDED IN THE FINANCE CHARGE OR MINIMUM PAYMENT CALCULATIONS.

EXPLANATION OF CODES ON REVERSE  
LARGE CASH ADVANCE IS INCLUDED IN AVAILABLE CREDIT LIMIT  
REMARKS: "P" = Payment, "C" = Credit  
REFER TO INTEREST FREE SPECIAL PURCHASES ON REVERSE.

MAIL BILLING AND OTHER INQUIRIES TO:  
CHASE CARDMEMBER SERVICE  
PO BOX 100048  
KENNESAW, GA 30156-9248  
See facts on reverse side.

CHASE



031308 Statement

Customer Name  
GARY J DAVIS

Account Number  
4104-1400-1493-4039

Page 3 of 3

**Payment Tips**

- ▶ Call 1-866-322-7587 to make your payment over the phone! (A small fee will apply.)
- ▶ Mail your payment 7-10 days in advance of your payment due date to allow for mail delivery.
- ▶ Checks should be made payable to Chase.
- ▶ Write your account number on your check or money order.
- ▶ Include the payment coupon with your payment in the envelope provided.
- ▶ Written correspondence should be sent to:

CHASE CARDMEMBER SERVICE  
PO BOX 100044  
KENNESAW, GA 30156-9244

Use your Circuit City credit card and take advantage of special financing  
promotions available at your local Circuit City stores!

As a Valued Cardmember, you can claim high-quality merchandise  
from top brands such as Lenox, Harley-Davidson, Cross and many  
more! Just go to [www.rewardcenter.com](http://www.rewardcenter.com) and enter 157511 where  
it asks for your certificate number. These products are not  
available to the general public, so act now!

Redeem your rewards points today and use your Rewards Certificates towards  
your next purchase at Circuit City. For every 500 points you earn, you'll  
receive a \$5 Rewards Certificate. Just visit [circuitcityrewards.com](http://circuitcityrewards.com) anytime  
to check your point balance and redeem for Rewards Certificates.

**REWARDS POINTS SUMMARY**

Your Circuit City Rewards ID Number is 70021534100

The number of Rewards Points you have earned  
(through 03/10/2008) 50,421

The total number of Rewards Points that are available  
for you to redeem 1,780

The number of Rewards Points that are pending  
in your account -2,349

**FINANCE CHARGE SUMMARY**

	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge	ANNUAL PERCENTAGE RATE	
Purchases A	\$4,732.30	0.0682%	23.79%	\$77.25	22.49%	SEE REVERSE SIDE FOR IMPORTANT INFORMATION
Purchases B	\$0.00	0.0682%	23.79%	\$0.00		
Cash Advances C	\$0.00	0.0761%	27.79%	\$0.00		

PERIODIC RATE MAY VARY FROM MONTH TO MONTH

EXPLANATION OF CODES ON REVERSE  
AVAILABLE CASH ADVANCE IS INCLUDED IN AVAILABLE CREDIT LIMIT  
ABBREVIATIONS: "P" = Payment, "B" = Credit  
24 hour information information call 1-866-322-7587  
Customer Service Advisors are available Monday - Friday 10am - 6pm ET  
Report your credit card lost or stolen 24 hours a day call (800) 968-4142  
T.D.O. (Telephone Device for the Hearing Impaired), call (800) 825-1764  
REFER TO INTEREST FREE SPECIAL PURCHASES ON REVERSE

MAIL BILLING AND OTHER INQUIRIES TO:  
CHASE CARDMEMBER SERVICE  
PO BOX 100044  
KENNESAW, GA 30156-9244  
See form on reverse side.

CHASE